

## Mortgage Record, No. 86, Madison County, Iowa

Guy L. Simpson

#4200

Filed for record the 23 day of  
Nov. A. D. 1935 at 11:10 O'clock  
A. M.

To

Fee \$.70



Valda C. Bishop, Recorder

W. H. Bowman, Guardian of  
A. G. Foster

## Real Estate Mortgage

This indenture, Made this 20th day of November A. D., 1935 between Guy L. Simpson of Hardin County and State of Iowa of the first part, and W. H. Bowman, Guardian of A. G. Foster of Hardin County, and State of Iowa of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Hundred and no/100 Dollars the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns forever, the following described real estate, lying and being situated in the County of Madison and State of Iowa, to-wit:

Lot Six (6), Block Nine (9), Pitzer and Knight's Addition to Winterset, Iowa.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, unto the said second party, and to his heirs and assigns forever. The said party of the first part hereby covenanting that the above described premises are free from any encumbrance, and he will warrant and defend the title unto the said party of the second part, his heirs and assigns against all persons whomsoever lawfully claiming the same. Provided always, that these presents are upon the express condition, that if the said Guy L. Simpson, his heirs, executors or administrators, shall pay, or cause to be paid to the said W. H. Bowman, Guardian, his heirs, executors or administrators, or assigns, the sum of Five Hundred and no/100 Dollars on the 20th day of November 1937. Option granted to pay \$100.00 or multiple thereof on any interest paying date. with interest thereon at the rate of 6 per cent per annum, payable annually according to the tenor and effect of the one promissory notes of the said Guy L. Simpson payable to the said W. H. Bowman, Guardian or order, and bearing even date herewith, then these presents to be void, otherwise in full force.

It is expressly agreed, that the mortgagor shall keep buildings on said premises constantly insured for two-thirds their value in good insurance companies against loss by fire and tornado, satisfactory to the mortgagee and for his benefit.

And it is further agreed, if default shall be made in the payment of said sums of money, or any part thereof principal or interest, or if taxes assessed on the above described real estate shall remain unpaid for the space of three months after the same are due and payable, then the whole indebtedness shall become due, and the said party of the second part, his heirs or assigns, may proceed by foreclosure, or in any other lawful mode, to make the amount of said note together with all interests and costs, and all taxes and assessments

For Release of amended Mortgage  
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J. H. WELCH, PRtg. CO., DES MOINES 7116

accrued on said real estate, together with a reasonable fee for plaintiff's attorney, out of the aforesaid real estate, and \_\_\_wife of the said\_\_\_ hereby relinquishes her right of dower in the real estate herein mentioned subject to the above reservations and conditions. IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand, the day and year first above written.

IN PRESENCE OF:

Guy L. Simpson

STATE OF IOWA, HARDIN COUNTY, SS.

Be it remembered, that on the 20th day of November, A. D., 1935 before James L. Cameron a Notary Public in and for Hardin County, Iowa, came Guy L. Simpson to me personally known to be the identical person whose name is subscribed to the foregoing Mortgage Deed as Grantor and acknowledged the execution of said instrument to be his voluntary act and deed.

WITNESS my hand and seal the day and year last above written.

**NOTARIAL  
SEAL**

James L. Cameron  
Notary Public in and for Hardin County, Iowa.